

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

JUAN GARCIA, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

10 ROADS EXPRESS, LLC AND EAGLE
EXPRESS LINES, INC.,

Defendants.

Case No.: 2:22-cv-02783-JMA-LGD

DECLARATION OF CAITLIN ELLIS

1. My Name is Caitlin Ellis. I am over 18 years old and competent to execute this declaration.

2. I make this declaration of my own personal knowledge.

3. I have been employed by DRT LLC (“DRT”) since March 2017. I have been DRT’s Human Resources Director since September 2020.

4. DRT is a shared services organization that contracts with businesses to provide support services in areas including risk management, legal, and human resources.

5. Part of my job for DRT is to provide human resources services to Eagle Express Lines, Inc. (“Eagle Express”) and 10 Roads Express, LLC (“10 Roads”).

6. Through my work with Eagle Express and 10 Roads, I am familiar with their operations and personnel policies and practices.

7. Before it stopped employing drivers in 2020, Eagle Express operated out of four reporting locations in New York, in Albany, Bethpage, Buffalo, and Rochester.

8. 10 Roads operates out of the same four reporting locations in New York.

9. Eagle Express and 10 Roads dispatch drivers on hundreds of different routes that originate in New York.

10. Eagle Express maintained a policy of employing drivers within 60 miles of these worksites, with few exceptions, in order to minimize the impact of drivers' commutes on their Department of Transportation ("DOT") regulated service hours.

11. 10 Roads maintains the same policy of employing drivers within 60 miles of these worksites.

12. Each driver's compliance with this policy is logged in each company's human resources information system.

13. As of the date of this Declaration, only one driver who worked for Eagle Express or 10 Roads since May 12, 2016 lives more than 60 miles from a New York reporting facility. That driver is Patrick Taft, who lives in Hornell, New York and reports to work in Rochester, New York. Mr. Taft lives 71.6 miles from his reporting location.

14. Four drivers employed by either Defendant since May 12, 2016—Cameel Ali, Camilo Marmolejos, Jose Morales, and Joshua Radley—performed no work for Eagle Express or 10 Roads. True and correct copies of available employment records reflecting their separation from employment and/or their only earnings statements are attached to this Declaration as **Exhibit A**.

15. Cameel Ali's employment with Eagle Express began on October 1, 2017. By the time his employment was terminated on October 8, 2017, he had not performed any work for Eagle Express.

16. Camilo Marmolejos's employment with Eagle Express began on May 1, 2017. Eagle Express hired Mr. Marmolejos, who lived in Florida at the time, to perform work out of

Eagle's Express' Tampa, Florida facility. By the time his employment was terminated on August 31, 2017, he had not performed any work for Eagle Express.

17. Jose Morales was hired by Eagle Express as a part-time, occasional driver on May 1, 2017. By the time his employment was terminated on April 25, 2018, he had not responded to any requests to perform work for Eagle Express and had not performed any work for Eagle Express.

18. Joshua Radley's employment was transferred from another federal contractor beginning on January 1, 2021. He received one paycheck for the New Year's Day holiday on January 8, 2021, and never worked for Eagle Express or 10 Roads after that.

19. Three drivers employed by Eagle Express since May 12, 2016—David Allen, Robert Crawford, and Elaine Hollingsworth—each worked only one or two days and were paid within 7 days after the end of the week in which any wages were earned.¹ True and correct copies of employment records reflecting their separation from Eagle Express and their only earnings statements are attached to this Declaration as **Exhibit B**.

20. I am also familiar with the facts and circumstances surrounding the above-captioned lawsuit, having testified as the corporate representative of Eagle Express on June 27, 2023.

21. No driver employed by 10 Roads who did not execute a settlement agreement releasing their claims in this lawsuit was punished, penalized, or retaliated against in any way.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

¹ Mr. Crawford received a sign-on/orientation payment the following month. *See* Exhibit B.

Dated: January 25th, 2024

By: 
Caitlin Ellis